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File No. O. Lease Lend Vehicles/50
Legal Department

A BRANCH

Subject:— Opinions under the Lease Lend Vehicles Control Orders 1943

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File No. O. Lease Lend Vehicles/50

Gen. 124

439-47

C O N T E N T S.

Legal Depratment File No. O. Lease Land Vehicles / 50

Sr.No.	R.I./O.No.	Subject	Pages.
	O Lease land Vehicles 1950.	Opinoins under the Lease Land Vehicles Control under 1950.	
1	O.No. 5782 27-4-1950	Whether the extra expr. incurred in the Panch Mahals case transeport of food grains by carts and donkeys can be recovered from M/s. Panch Mahals Goods Transeport Company.	

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Liability of Messrs. Panch Mahals Goods Transport Company. to make good extra cost incurred by Government.

Legal Department.

In his opinion No. 4233, dated the 19th April 1949 the R.L.A. has considered the question of the survival of agreements. Under clause I (ii), the Transport Operator shall during the continuance of the agreement, within ten days of receiving notice in writing from the Provincial Motor Transport Controller, place all or a specified number of the vehicles complete to the satisfaction of the P.M.T.C. with an adequate number of driver, cleaners, managers etc. for the maintenance of the vehicles at the disposal of Government etc. It is no doubt true that powers conferred under rule 89 of the Defence of India Rules were also delegated to the District Magistrates but along with rule 89 the notification lapsed on 30th September 1946. No separate orders are issued delegating to the District Magistrates the powers of the P.M.T.C. for requisitioning lease/land vehicles (vide p. 51 ante). As under the terms of the mile Unit Agreement, the District Magistrate, Panch Ma had no power to requisition the lease and land vehicles not any such power was delegated to h question of recovering the extra cost from Me Panch Mahals Goods Transport Company does no

Id/- (P. M.

Rem embrancer of Leg

U.R. to C.S.D., No. 5739, dated the 27

R.D.P.
20/6/56

S.C.